

LAW OFFICES
MILES & STOCKBRIDGE P.C.
10 LIGHT STREET

BALTIMORE, MARYLAND 21202-1487

TELEPHONE 410-727-6464

FAX 410-385-3700

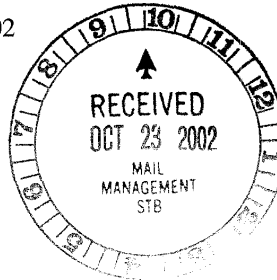
CAMBRIDGE, MD
COLUMBIA, MD
EASTON, MD
FREDERICK, MD

McLEAN, VA
ROCKVILLE, MD
TOWSON, MD
WASHINGTON, D.C.

October 22, 2002

VIA FEDERAL EXPRESS

Surface Transportation Board
1925 K Street, NW
Washington, D.C. 20423-0001
Attn: Ms. Barbara Sadler



RE: Filing of Memorandum of Assignment of Lease between First Mid-Illinois Bank and Trust, N.A. and Midwest Railcar Corporation re: Five (5) 60 ft. 100 ton Plate "C" Boxcars under Lease to General Mills Operations, Inc.

Dear Ms. Sadler:

Enclosed for recordation as a secondary document to the Memorandum of Lease, dated April 3, 2002, bearing Surface Transportation Board Recordation No. 23976, pursuant to the provisions of 49 U.S.C. Section 11301(a) are three (3) original copies of a Memorandum of Assignment of Lease between First Mid-Illinois Bank and Trust, N.A. and Midwest Railcar Corporation, dated May 25, 2002, as defined in the Board's Rules for the Recordation of Documents for filing.

The names and addresses of the parties to the enclosed document are:

Secured Party: First Mid-Illinois Bank and Trust, N.A.
12616 State Route 143
Highland, IL 62249

RECORDATION NO. 23976-B FILED

Debtor: Midwest Railcar Corporation
3 Professional Park Drive, Suite B
Maryville, Illinois 62062

OCT 23 '02 12-22 PM

SURFACE TRANSPORTATION BOARD

A description of the railroad equipment covered by the enclosed documents is:

Five (5) 60 ft. 100 ton Plate "C" Boxcars bearing car marks and numbers as listed on Schedule A to said Memorandum of Assignment of Lease.

Surface Transportation Board
October 22, 2002
Page 2

MILES & STOCKBRIDGE P.C.

A short summary of the document to appear in the index follows:

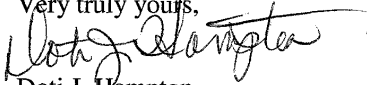
Memorandum of Assignment of Lease between First Mid-Illinois Bank and Trust, N.A., as Secured Party and Midwest Railcar Corporation, as debtor covering Five (5) 60 ft. 100 ton Plate "C" Boxcars bearing car marks and numbers as listed on Schedule A to said Memorandum of Assignment of Lease.

I have also enclosed a check in the amount of \$30.00, payable to the Surface Transportation Board to cover the required recordation fee.

Please kindly return stamped copies of the enclosed documents to the undersigned at the above-listed address.

Also, please call (410) 385-3423 to confirm your receipt of the enclosed items.

Very truly yours,



Doti J. Hampton
Legal Assistant

Enclosures

MEMORANDUM OF ASSIGNMENT
OF LEASE BETWEEN

FIRST MID-ILLINOIS BANK AND TRUST, NA
("SECURED PARTY")

AND

MIDWEST RAILCAR CORPORATION
("DEBTOR")

May 15, 2002

RECORDATION NO. 23976 B FILED

OCT 23 '02 12-22 PM

SURFACE TRANSPORTATION BOARD

This Memorandum of Assignment of Lease is hereby entered into as of this 15th day May 2002 by and between First Mid-Illinois Bank and Trust, NA ("Secured Party"), and Midwest Railcar Corporation, an Illinois corporation ("Debtor").

WITNESSETH:

The Debtor hereby, assigns, transfers and sets over unto Secured Party all of the Debtor's right, title and interest in and to the lease of (5) 60', 100-ton Plate C Boxcars as evidenced by that certain Rider #GM3-1 dated April 4, 2002 which incorporates by reference that Full Service Lease Agreement dated effective February 15, 2002 by and between Debtor (as Lessor) and General Mills Operations, Inc. (as Lessee), and any other Equipment Riders and or schedules thereto (together, the "Lease") and all rents and other sums due under Rider #GM3-1, and all proceeds therefrom with respect to those certain railcars identified on the attached Schedule "A" hereto (the "Railcars"), and all rents, renewal rents, proceeds of settlement for the Railcars which are lost, destroyed or damaged beyond repair and all other sums due and to become due under and pursuant to or by reason of the Lease, including but not limited to, the payment of any purchase option price paid by the Lessee pursuant to the Lease, as well as any and all subleases of the Railcars.

This Assignment is given and intended as continuing collateral for the payment of the indebtedness of the Debtor to the Security as provided for in the Commercial Security Agreement dated May 15, 2002 (the "Agreement"), including but not limited to any and all promissory notes executed thereunder (the "Promissory Notes"), including any and all interest thereon and expenses therefor and any and all extensions and/or renewals of the referenced indebtedness, whether such indebtedness shall at any time or from time to time have been reduced or paid in full and thereafter increased or reincurred, and no renewal of, or extension of time of payment of the subject indebtedness or any part thereof, and no agreement not to sue or release or discharge of any persons liable therefor or thereon, or release or exchange of other collateral or any act or thing whatsoever shall diminish, discharge, impair or affect this Assignment or the security afforded hereby, save payment in full by the Borrower to the Lender of any and all indebtedness of the Borrower to the Lender arising under the Agreement and the Promissory Notes, while no default exists under any of the other provisions thereof. If such payment in full is made by the Borrower while no such default exists or if any such payment in full is made while any default exists and all such defaults are subsequently corrected by the Borrower, the Borrower shall be entitled to have this Assignment discharged.

Capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. This Memorandum of Assignment of Lease may be executed in any number of counterparts, each executed counterpart constituting an original but together only one memorandum of Assignment of Lease and Rents.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed by there respective corporate officers as of the date and year first above written.

FIRST MID-ILLINOIS BANK AND TRUST, NA
as Secured Party

By: Gordon D. Smith
Name: GORDON D. SMITH
Title: Community President

MIDWEST RAILCAR CORPORATION
as Debtor

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed by there respective corporate officers as of the date and year first above written.

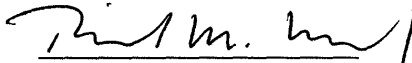
FIRST MID-ILLINOIS BANK AND TRUST, NA
as Secured Party

By: _____

Name: _____

Title: _____

MIDWEST RAILCAR CORPORATION
as Debtor

By: 

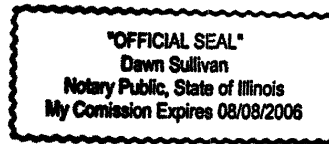
Name: Richard M. Murphy

Title: President

STATE OF Illinois)
) ss.
COUNTY OF Madison)

On this 16th day of October 2002, before me personally appeared Gordon D. Smith, to me personally known, who being by me duly sworn, says that he is the Community President of FIRST MID-ILLINOIS BANK AND TRUST, NA, that the foregoing instrument was signed on behalf of said national banking association, and he acknowledged that the execution of the said instrument was his free act and deed.

NOTARY PUBLIC: Dawn Sullivan



My commission expires: 08/08/2006

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of October 2002, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is the _____ of MIDWEST RAILCAR CORPORATION, that the foregoing instrument was signed on behalf of said limited liability company, and he acknowledged that the execution of the said instrument was his free act and deed.

NOTARY PUBLIC: _____

My commission expires: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of October 2002, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is the _____ of FIRST MID-ILLINOIS BANK AND TRUST, NA, that the foregoing instrument was signed on behalf of said national banking association, and he acknowledged that the execution of the said instrument was his free act and deed.

NOTARY PUBLIC: _____

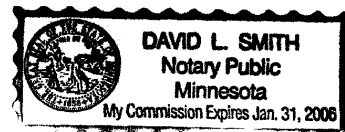
My commission expires: _____

STATE OF Minnesota)
) ss.
COUNTY OF Sherburne)

On this 8 day of October 2002, before me personally appeared Richard M. Murphy III, to me personally known, who being by me duly sworn, says that he is the President & CEO of MIDWEST RAILCAR CORPORATION, that the foregoing instrument was signed on behalf of said corporation, and he acknowledged that the execution of the said instrument was his free act and deed.

NOTARY PUBLIC: David L. Smith

My commission expires: 1-31-06



SCHEDULE "A"
To Memorandum of Assignment of Lease
SCHEDULE OF RAILCARS
One Page
Written Number (Number in Numeric) Units

Five (5) 60ft., 100-ton Plate "C" Boxcars, bearing the following car marks and numbers:

OLD MARKS & NUMBERS

1. WP 66309
2. UP 465258
3. WP 66341
4. UP 465396
5. DRGW 50827

NEW MARKS & NUMBERS

MWCX 500060
MWCX 500061
MWCX 500062
MWCX 500063
MWCX 500064